

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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RANDOM VENTURES, INC., KEVIN :
BRITTINGHAM, & LYNSEY THOMPSON, :

Plaintiffs, :

-v- :

ADVANCED ARMAMENT CORP., LLC & :
REMINGTON ARMS COMPANY, LLC, :

Defendants. :

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KATHERINE B. FORREST, District Judge:

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12 Civ. 6792 (KBF)

JUDGMENT

This action was tried by the undersigned without a jury. In accordance with this Court's Orders dated January 13, 2014 (ECF No. 174), February 6, 2014 (ECF No. 180), and May 2, 2014 (ECF No. 203), the Court hereby enters Judgment:

1. Against Defendants jointly and severally and in favor of Plaintiff Random Ventures, Inc. in the amount of \$4,000,000 (four million dollars);
2. Against Defendants jointly and severally and in favor of Plaintiff Kevin Brittingham in the amount of \$4,000,000 (four million dollars);
3. Against Defendant Advanced Armament Corp., LLC ("AAC") and in favor of Plaintiff Kevin Brittingham in the amount of \$250,000 (two hundred fifty thousand dollars) plus interest at a rate of 9% (nine percent) per annum pursuant to N.Y.C.P.L.R. §§ 5001-5004 computed from December 21, 2011 through the date of entry of judgment;
4. Against Defendant AAC and in favor of Plaintiff Lynsey Thompson for \$100,000 (one hundred thousand dollars) plus interest at a rate of a rate

- of 9% (nine percent) per annum pursuant to N.Y.C.P.L.R. §§ 5001-5004 computed from January 25, 2012 through the date of entry of judgment;
5. Against Defendants jointly and severally and in favor of Plaintiff Random Ventures, Inc. and Kevin Brittingham for payment of attorneys' fees to Morris, Manning & Martin, LLP in the amount of \$1,506,266.55;
 6. Against Defendants jointly and severally and in favor of Plaintiff Random Ventures, Inc. and Kevin Brittingham for payment of attorneys' fees to O'Hare Parnagian LLP in the amount of \$62,985.31;
 7. Against Defendants jointly and severally and in favor of Plaintiff Random Ventures, Inc. and Kevin Brittingham for payment of expenses to Morris, Manning & Martin, LLP in the amount of \$134,682.22;
 8. Against Defendants jointly and severally and in favor of Plaintiff Random Ventures, Inc. and Kevin Brittingham for payment of expenses to O'Hare Parnagian LLP in the amount of \$2,361.90;
 9. Post-judgment interest shall be applied to all of the above-referenced amounts pursuant to 28 U.S.C. § 1961 from the date of entry of judgment through the date of payment;
 10. The following contract terms are unenforceable as a matter of law: (a) Section 6.2 of the Employment Agreement between Plaintiff Kevin Brittingham and AAC Acquisitions, LLC dated October 2, 2009; (b) Sections 6.4(a)(i) and (ii) of the Asset Purchase Agreement by and among Plaintiff Kevin Brittingham, AAC Acquisitions, LLC, Advanced Armament Corp., and Remington Arms Company, Inc. dated October 2,

2009; and (c) Section 6.2 of the Employment Agreement between Plaintiff

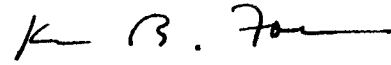
Lynsey Thompson and AAC Acquisitions, LLC dated October 2, 2009;

11. Costs shall be assessed against Defendants and in favor of Plaintiffs;

12. The clock of appeal properly commences as of the date the Court enters
this Judgment.

SO ORDERED.

Dated: New York, New York
May 9, 2014



KATHERINE B. FORREST
United States District Judge